

COLLECTIVE BARGAINING AGREEMENT

Between

COUNTY OF BEAVER

and

PSSU LOCAL 668

For The Period

January 1, 2013

Through

June 30, 2015

**C/Drive Laptop
9/1/13**

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PARTIES TO THE AGREEMENT

This Agreement is entered into by the County of Beaver, hereinafter referred to as the Employer, and the Service Employees International Union Local 668, Pennsylvania Social Services Union, hereinafter referred to as the Union.

ARTICLE I

RECOGNITION

Section 1.1

The County recognizes the Union as the exclusive bargaining representative for the professional unit certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-05-271-W.

Section 1.2

This Agreement pertains only to those employees included within the certification referred to in Section 1.1 of this Article.

Section 1.3

The term “employee”, when used in this Agreement, refers only to those employees included within the certification referred to in Section 1.1 of this article.

Section 1.4

The recognition of the Union as the sole and exclusive bargaining representative does not extend to the following classes of professional and/or nonprofessional employees with the following grantor/grantee relationship:

- (a) Persons hired for a definite period of time, not to exceed Fifteen (15) consecutive calendar months; (or) hired for a definite project with a known termination date within Fifteen (15) months from the date of hiring;
- (b) Persons who are paid by the County simply as a matter of convenience.

ARTICLE II

MAINTENANCE OF MEMBERSHIP

Section 2.1

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership in good standing in the Union for the duration of this

Agreement. The payment of dues and assessments uniformly required of the membership shall be the only requisite employment condition.

Section 2.2

Employees who are or who may become members of the Union, may resign from the Union during the period of Fifteen (15) days prior to the expiration of this Agreement in accordance with the provisions of the Public Employee Relations Act.

ARTICLE III

DUES CHECK-OFF

Section 3.1

The Employer agrees to deduct monthly Union dues and/or uniform assessments of the local Union from each pay for any employee from whom written authorization is received, and to send such dues to the Treasurer of the Union on or before the end of the month for which the deduction is made.

Section 3.2

A dues check-off authorization is to be voluntary but, once given, it may not be revoked until Fifteen (15) days prior to the expiration of this Agreement, in accordance with the provisions of the Public Employee Relations Act.

Section 3.3 Fair Share

Fair Share shall be paid by any unit employee who does not join the Union. Administration of this section shall be in conformance with Pennsylvania law.

Section 3.4 Hold Harmless

The Union shall defend and hold the County and its representatives harmless from any and all claims or litigation of any kind arising out of any action or inaction by the County or any County representative to comply with the provisions of this Article.

ARTICLE IV

UNION SECURITY AND BUSINESS

Section 4.1

The Union agrees to provide employees with sufficient copies of this Agreement. The Employer will inform all new employees of the Union's designation as the exclusive bargaining agent for wages, benefits, hours and other terms and conditions of employment.

Section 4.2

The Employer agrees to permit the Union's international and local officers to have access to the members of the bargaining unit when the Union official indicates his/her presence to the appropriate Office/Agency Director or his/her designee, and the Union contact does not result in an interruption of work, except where the grievance procedure applies. The Union will be permitted to utilize space on one bulletin board in each department or office where the employees in the bargaining unit presently work.

Section 4.3

The Union shall be permitted to use meeting facilities within the Human Services building for Union meetings by request to the Agency Director. The Administrator shall receive the request, in writing, at least Five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

Section 4.4

The employees selected to act as Union representatives shall be known as the shop steward and assistant shop steward. The Union shall furnish the Employer with the names of such representatives and shall notify the Employer of all changes.

Section 4.5

The Union may send posted mail, related to Union business, to the local official Union representatives at the work location.

Section 4.6

Designated Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the Director or his/her designated representative. The grievant and the Union representative shall be granted reasonable time during working hours to process grievances without loss of pay or loss of leave time. Witnesses, when required, shall be allowed to participate in the grievance procedure. The Employer will provide Two (2) employees with time off, if required, to attend negotiating meetings, provided that no more than two (2) employees from each agency will be granted such time off, and only so long as it does not interfere with the work.

Section 4.7

The Employer shall provide to the designated Union stewards copies of memoranda and bulletins prepared for general distribution which clarify or establish policies affecting employees.

ARTICLE V
SHOP STEWARDS

Section 5.1

The Employer recognizes the right of the Union to elect shop stewards and alternates. The Union may select Two (2) shop stewards from each Office/Agency whom the Employer shall recognize as shop stewards. The stewards, noted in this Article, will be permitted to perform in meet-and-discuss sessions and in labor-management committee sessions which are called during working hours. A steward will also serve as the Union's member of the labor-management committee. The authority of shop stewards and alternates so elected by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and be authorized by, the local Union or officers, provided such messages and information –
 - (1) Have been reduced to writing,
 - or
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 5.2

Shop stewards and alternates have no authority to take unauthorized strike action or any other activity interrupting the Employer's business. The Employer recognizes this limitation upon the authority of the shop stewards and other alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. An authorized strike will be a strike condoned by Act 195.

ARTICLE VI

MANAGEMENT RIGHTS

Section 6.1

It is agreed that the County of Beaver possesses the right, without reservation except in accordance with applicable laws and except as modified by this Agreement, to manage all operations to direct the working force and to plan, direct and control the equipment and property of the County of Beaver.

Management rights shall be defined as matters of inherent managerial policy, which shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel within the entire County of Beaver Human Services Agencies.

All rights of Management as they existed prior to the Union's certification are preserved unless otherwise expressly limited or changed by this Agreement.

ARTICLE VII

DISCIPLINARY ACTION

Section 7.1 – The Employer will not demote, suspend, discharge or take any corrective or disciplinary action against an employee without just and reasonable cause. Any disciplinary action by the Employer shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action. All discipline will be given in confidence.

Normal disciplinary measures shall be progressive, occurring in the following order: (1) warning, (2) written reprimand, (3) suspension, and (4) discharge. The Employer may deviate from this normal progression based on the severity or repetitious nature of an offense.

Section 7.2 -- Right to Union Representation

Employees may request union representation during any investigatory interview conducted by Management when the employee reasonably believes that the interview may lead to disciplinary action.

Section 7.3 -- Notice of Disciplinary Action

If practicable, the Union and the Employee shall be notified and the reasons for the discipline or other disciplinary action provided, in writing, to the Union (Chief Steward and Business Agent) and the Employee prior to the imposition of any such disciplinary action.

ARTICLE VIII
DISCRIMINATION

Section 8.1

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, gender, religious creed, color, marital status, national origin, or disability. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee, or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

Section 8.2

No employee shall be reduced in rank, terminated, laid off, or suffer loss of any benefit of employment except in accordance with the Civil Service Act or in conformity with this Agreement. All employees agree to carry out all policy decisions of Elected Officials as soon as such decisions are communicated to the employees.

ARTICLE IX
NO STRIKES OR LOCKOUTS

Section 9.1

It is understood that there shall be no strike, as the term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative, or official or the international or local Union or the bargaining unit authorize, assist, or encourage any such strike during the life of this Agreement.

Section 9.2

Should a strike occur, not authorized by the Union, the Union, within Twelve (12) hours following the request of the County, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the County, in writing, that such employee action has not been authorized or sanctioned by the Union;
- (c) Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 9.3

The County will not engage in any lockout during the life of this Agreement.

ARTICLE X

LABOR-MANAGEMENT COMMITTEES

Section 10.1

A Committee, composed of representatives of the Union and the Employer, shall be established to resolve problems dealing with the implementation of this Agreement and to discuss other problems that are legitimate meet-and-discuss items as defined in Act 195.

Section 10.2

Members of the bargaining unit who serve as Union representatives shall participate in activities under this Article without loss of pay if the meetings are held during working hours. All meetings will be scheduled by mutual agreement of the parties.

Section 10.3

The substance of meet-and-discuss sessions conducted pursuant to this Article shall be reduced to writing, certified as correct by Employer and Union representatives, and presented to the Agency director. All agreements reached in meet-and-discuss session conducted pursuant to this Article shall be jointly recommended, in writing, to the agency director. All agreements on internal agency issues will be binding.

ARTICLE XI

BEREAVEMENT LEAVE

Section 11.1 – In the case of death in the immediate family, employees will be granted leave for up to three (3) consecutive days with pay at the straight time rate. One of the three days must be the day of the funeral, unless the funeral is on a weekend. Holidays shall not be counted as bereavement days. Immediate family is defined as spouse, children, parents, step-parents, step children, siblings, grandparents, grand-children and in-laws.

Section 11.2 – In the event of death of a near relative, employees will be granted leave for one (1) day with pay at the straight time rate for the purpose of attending the funeral, but only if the funeral is scheduled during the employee's work day. Near relative is defined as aunts/uncles by blood or marriage, niece/nephew by blood or marriage, and first cousins by blood.

Section 11.3 – Additional time may be granted to employees with the permission of Management. Such time may be taken as vacation or personal days.

ARTICLE XII

LEAVES OF ABSENCE

Section 12.1

The following shall be considered as leaves without pay: parental leave, education leave, leave due to the military draft, leave for Union officers, and sick leave without pay. Seniority shall not accrue during leaves without pay, except as provided for military leave under federal law. However, the employee shall be entitled upon his/her return from a leave without pay to all seniority earned up to the date that the leave began.

Section 12.2

Employees shall be eligible for parental leave after Thirty (30) calendar days service with the Employer. Parental leave will be granted for a maximum of Twelve (12) weeks. In no case shall the employee be required to leave work prior to childbirth unless she can no longer satisfactorily perform the duties of her position, which is determined by medical examination from her own physician and/or by medical examination from the County physician if the County requests its own examination. The Employer agrees to comply with all federal and state statutes and court decisions regarding maternity leave matters. Effective July 25, 1997, employees may use up to four (4) weeks of accrued sick leave for the birth of a child or adoption; this leave is considered to be FMLA leave. Parental leave will be considered FMLA leave in accordance with the County's FMLA Policy, attached to this Agreement as an Appendix

Section 12.3

- (a) Employees who are elected or appointed as Union officers shall be granted, upon written request, leave without pay for their term of office, not to exceed Three (3) years. Such leaves may be extended by written mutual consent of the employer and the employee. An employee who elects to take this leave shall be guaranteed the first vacancy that occurs in the classification previously held by the employee after termination of the leave. One Union member, who is selected as an official delegate to the annual convention of the Union, shall be granted up to Four (4) days leave, without pay, each year to attend the annual convention.
- (b) **Union Stewards in each Agency (CYS, Aging and MH/MR) shall participate in an unpaid leave bank to allow attendance at Union related training, committee meetings or conventions. Each Agency will make available to its Stewards up to twelve (12) total days of unpaid leave each year for such purposes. Leave for Union business under this provision must be approved in advance by management, and may not be granted if the leave would interfere with the operations of the Agency. Requests for such leave shall not be unreasonably denied.**

Section 12.4

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to an employee who is unable to work due to such employee's own non-occupational sickness or accident. The leave may extend up to a maximum of One (1) year and may be for any shorter period which is mutually agreeable to the parties. Employees who request and receive such a leave of absence, due to a non-occupational sickness or accident, will have the benefits provided under the Employer's hospitalization surgical program, and the Employer's dental and vision program, for a period of Six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program. Employees on leave of absence, pursuant to this section, will continue to accrue seniority while on such leave of absence consistent with Article 13.8 of this Agreement.

Section 12.5

All requests for leave, both paid and unpaid, shall be in writing and shall be answered in writing. Emergency leaves of absence shall be answered as soon as possible.

Section 12.6

Paid time off from regular work hours will be given to caseworkers who take approved job related courses at an approved university and/or college, if in the discretion of the County such leave will not affect the efficiency of County operations. This time will be given only to cover travel time to classes.

ARTICLE XIII

CLASSIFICATION AND SENIORITY

Section 13.1

If an employee considers his/her job to be beyond the scope of his/her classification, the employee may request a review of the classification by Management. If warranted by the review, the job shall be submitted to Civil Service for review and classification. Alternatively, should Management disagree with the need for reclassification, the employee may submit a request for reclassification in accordance with Civil Service procedures. Any new classification issued by the Civil Service Commission shall be implemented retroactively to the date of the Civil Service decision, provided that the incumbent employee is qualified to hold the position.

Section 13.2

For the purpose of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within the bargaining unit may have over another employee within the bargaining unit because of a greater length of continuous service within the bargaining unit.

Section 13.3

The Employer agrees to post all vacancies, new positions and specific job assignments, within each office/agency, for Ten (10) working days prior to filling, so that interested employees may submit a written bid. Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the request to transfer. If the Employer, at its discretion, agrees to such a transfer, then the employee shall be entitled to maintain whatever seniority rights are appropriate. If a new vacancy is created or opened, then the current employees of the agency will have the first option to bid on the new position according to seniority before the position is offered elsewhere; the final awarding of the position shall be at the discretion of the Employer and not subject to the grievance procedure. Civil Service, probationary and permanent employees shall have preference over other employees for purposes of this section.

Section 13.4

Employees in each agency shall have agency seniority defined as the time worked in either CYS, BCOA, or BCBH. In the event of layoff, employees shall be laid off by strict agency seniority within each office/agency, with the least senior being laid off first. Any employee not in Civil Service, probationary or permanent status shall be laid off before any employees in Civil Service, probationary, or permanent status. In the event of consolidation or elimination of jobs, the Employer shall reassign the affected employees to positions for which they are qualified insofar as positions are available. Employees affected by the consolidation or elimination layoff, shall have the right to bump back to positions previously held in that agency after which seniority shall prevail in the layoff. There shall be no bumping to the other offices/agencies. The Employer may select Two (2) employees in each office/agency on the basis of needed skill and proven ability that will be exempt from the layoff provisions of this contract. Employees on lay off status shall have recall rights as defined in Section 13.9 in the office from which they were laid off. Laid off employees also will be placed on a lay off list and may apply for openings in the other agencies as jobs come available. Laid off employees shall be notified by the employer when positions are posted. The laid off employees who bid on such positions will be interviewed for the job, however, skill and ability will be factors considered as well as seniority. The final awarding of the position shall be the decision of the Employer

Section 13.5

The probationary period shall be in accordance with the normal Civil Service probationary period. The County of Beaver shall guarantee all rights, privileges, and protections of this contract for provisional and probationary employees.

Section 13.6

For the purpose of layoff only, as set forth in this Article, Two (2) employees in each office/agency represented by the Union shall have super seniority. It is clearly understood and agreed that this section shall apply to shop stewards and Union officers only. Of stewards and

officers in this bargaining unit, the Union may select Two (2) from each office/agency for such super seniority and the names of such employees shall be provided to the Employer.

Section 13.7

The parties agree that they will negotiate the salaries for new positions that are created within the jurisdiction of the bargaining unit; however, this does not indicate control over promotions.

Section 13.8

A break in service will occur for any of the following reasons:

- (1) An employee quits, resigns, or retires;
- (2) An employee is discharged for cause;
- (3) An employee is laid off for a period longer than Twelve (12) consecutive months, unless the employee is on sick leave due to any injury on the job. The sick leave in this case must be approved sick leave.
- (4) An employee is absent without leave as defined under existing Civil Service statutes.

Section 13.9

Employees shall be recalled by seniority in reverse order of layoffs. Employees who are laid off shall remain on a recall list for a period of One (1) year, or the employee's length of service, whichever is less. Employees on layoff shall have preferred rights of return over employees on leave without pay, except for leaves for maternity and illness. Civil Service, probationary and permanent employees shall have preferences in recall.

ARTICLE XIV

GRIEVANCES AND ARBITRATION

Section 14.1

A Civil Service employee may process his/her grievance through either the Civil Service appeal procedure or the contract grievance procedure. If an appeal is filed under the Civil Service appeal procedure while proceedings are taking place under the contract grievance procedure, then the contract grievance procedure shall cease and shall not be permitted to be reinstated. If an appeal is filed under the Civil Service appeal procedure, the employee shall not be entitled to institute proceedings under the contract grievance procedure all right to do so being waived by the exercise of the option by the employee to utilize the Civil Service procedure.

Section 14.2

A grievance is a dispute which may arise concerning the application, meaning or interpretation of this Agreement and shall be settled in the following manner:

Step One: The employee, either alone or accompanied by the shop steward or Union representative, shall present the grievance, in writing, to the agency director or his or her designee within Twelve (12) working days of the date of its occurrence or knowledge of its occurrence. The agency director or his/her designee shall attempt to resolve the matter and report his/her decision to the employee, in writing, within Seven (7) working days of its presentation. Upon mutual agreement, a hearing may be held before management's written answer is given, in which case the Seven (7) working days will be counted after the date of the hearing.

Step Two: In the event the grievance is not settled at Step One, the second step appeal must be presented, in writing, by the employee, shop steward or Union representative to the Employee Relations Director within Five (5) working days of receipt of the Director's response. The Employee Relations Director shall respond, in writing, to the employee, shop steward or Union Representative within Five (5) working days of receipt of the appeal. A meeting will be held between the Employee Relations Director or his designee and the grievant, who will have Union representation present.

Step Three: In the event the grievance cannot be settled at Step Two, the parties shall request a list of arbitrators from the Pennsylvania Department of Labor and Industry, Bureau of Mediation

The parties, within Seven (7) working days of the receipt of said list, or as soon thereafter as possible, shall meet for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits, and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decisions at Steps One and Two shall not be used as precedents for any subsequent cases.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be

requested to issue his/her decision within Thirty (30) days after hearing or receipt of the transcript of the hearing. All of the time limits contained in this section may be extended by mutual agreement.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

ARTICLE XV

INSURANCE

Section 1 – Hospitalization Plan

Effective January 1, 2013, or as soon as administratively practicable thereafter, the County shall provide hospitalization benefits through their “home host” model as provided to other County employees.

Section 2 – Physician Services

Effective January 1, 2013, or as soon as administratively practicable thereafter, the County shall provide physician service benefits through Intergroup/Health Coalition Partners, or such other physician network as it shall determine.

Co-pays for physician services shall be \$20 for each primary care visit and \$25 for each specialist visit. Emergency Room visits will be \$50 per visit

There will be a reopener of this agreement January 1, 2015 on healthcare only

Section 3 – Vision Care

The County shall provide vision benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

Section 4 – Dental Care

The County shall provide dental benefits through a provider of its choosing. The benefits shall be substantially equivalent to those currently provided.

Section 5 – Employee Benefit Coverage Contribution

Effective January 1, 2013 – December 31, 2013 each employee covered by the County’s Benefit Program for Hospitalization and Physician services shall contribute one and a half percent (1.5%) of the base wage, which amount shall be pro-rated and deducted from each employee’s base pay on a pre-tax basis.

Effective January 1, 2014 – December 31, 2014 each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute two percent (2%) of the base wage, which amount shall be pro-rated and deducted from each employee's base pay on a pre-tax basis.

Effective January 1, 2015 – June 30, 2015 each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute two percent (2%) of the base wage, which amount shall be pro-rated and deducted from each employee's base pay on a pre-tax basis.

Employees absent for an extended period and not receiving a County paycheck shall make arrangements with the County for payment of their coverage contribution. Coverage will be terminated if contribution is not made.

Section 6 – Prescription Plan

Prescription drug benefits will be provided subject to the following conditions and co-pays:

The prescription benefit plan will be mandatory mail order for maintenance drugs from Express Scripts or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three-tiered formulary as defined by the County's Pharmacy Benefit Manager and will be subject to the following co-pays:

| | Retail (30 day supply) | Mail Order (90 day supply) |
|---------------------|------------------------|----------------------------|
| Generic | \$5 | \$10 |
| Preferred Brand | \$10 | \$10 |
| Non-preferred Brand | \$25 | \$40 |

There will be no Dispensed as Written (DAW) or Single Source exceptions to the co-pay provisions.

Section 7 – Life Insurance

A. The County shall provide group term life insurance for regular full-time employees at the face amount of Thirty Thousand dollars (\$30,000.00).

B. The County shall provide, upon retirement, a Two thousand five hundred dollar (\$2,500.00) benefit for each full-time employee. Upon mutual agreement of the parties, this death benefit may be provided under a self-insurance mechanism and if so agreed, instead of being purchased through an insurance carrier, shall be provided under the terms and conditions the parties so agree upon. In the event the parties agree to such self-insurance mechanism, the face amount shall be increased to Two Thousand Seven Hundred and Fifty dollars (\$2,750.00).

Section 8 – Sickness and Accident Insurance

A. The County shall provide full-time employees with sickness and accident benefits at the lesser of Sixty-six per cent (66%) of gross pay or Three Hundred dollars (\$300.00) per week. Benefits shall be for twenty-six (26) weeks. Employees on FMLA will reduce sick day bank down to twenty (20) days.

B. Employees shall be permitted to receive the benefits of this Section beginning on the twenty-first (21st) day of absence due to an accident or illness.

C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

Section 9 – The County may at any time during the term of this Agreement, with 60 days advance notice to the Union, provide the benefits described herein with any other network and/or provider.

ARTICLE XVI

PERSONNEL FOLDERS

Section 16.1

There shall be only one personnel record for each employee in the bargaining unit. The employee shall have the right, upon request, to examine the contents of his/her personnel file. The employee shall receive a copy of all material entered in the personnel file. The employee shall have the right to submit a statement concerning any material in his/her file, and any statement shall then become a part of the personnel file.

Section 16.2

Disciplinary material shall be placed in Employee's personnel folders. An Employee may request the withdrawal of such material from his/her personnel folder after Twelve (12) months and such request will not be unreasonably denied. After twenty-four (24) months, such request may not be denied if there has been no repeat of the offense. The Employer shall not rely on disciplinary material which is more than Twenty-four (24) months old when considering or imposing discipline, if there has been no repeat of the offense.

Section 16.3

Before client complaints are included in employee's personnel folder, such complaints will be reviewed with the Employee. The Employee may provide a written response to the complaint which shall also be included in the Employee's personnel file. If no disciplinary action has been taken regarding the client complaint within twelve (12) months after the complaint, the client complaint and employee response shall be removed from the employee's personnel file.

Section 16.4

If an employee is disciplined and subsequently exonerated, all materials pertaining to the disciplinary action shall be removed from the employee's file. Exonerated shall mean at a

minimum the factual circumstances upon which the County relied were proved to be completely unfounded. Discipline for reasons later modified or withdrawn by the County or modified or withdrawn by an arbitrator or judicial proceeding shall not require removal of such material from the employee's personnel folder unless the County relied upon inaccurate or untrue information.

Section 16.5

An employee's personnel file shall not be divulged without the employee's permission except during the grievance, arbitration procedure, or as required by law; or to other rank and file employees except pursuant to the grievance procedure.

Section 16.6

Material expunged from the file pursuant to Section 4 above shall be returned to the employee to certify expungement.

ARTICLE XVII

MEALS

Section 17.1

The Travel Policy should be consulted for expense coverage if questions exist. The Travel Policy shall conform with the County policy as it may be amended from time to time

ARTICLE XVIII

HOLIDAYS

Section 18.1

The following days shall be recognized as paid holidays for all employees covered by this Agreement:

- New Year's Day
- Martin Luther King's
- President's Day
- Good Friday
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Employee's Birthday (must be taken as a day off the week before, the week of or the week after)
- Columbus Day
- Veteran's Day
- General Election Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Calendar day after Christmas (or such workday as the parties may agree).

Section 18.2

If an employee works on any of the days set forth in Section 22.1 above (except for the birthday), he or she shall receive full holiday pay plus time-and-a-half compensatory time for all hours worked.

Section 18.3

When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. All regular employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operating requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall receive the benefits of Section 21.2 above.

Section 18.4

Any employee on sick leave or vacation, who would otherwise be entitled to a paid holiday, shall not have the holiday charged against his or her sick leave or vacation credit.

Section 18.5

All employees must be at work in any approved compensatory leave status on the date preceding a holiday and the day following a holiday in order to be paid for the holiday.

ARTICLE XIX

PROFESSIONAL ERRORS AND OMISSIONS INSURANCE

Section 19.1

All employees with professional designations through their Civil Service titles will be covered by the provisions of the County Errors and Omissions Insurance Policy.

ARTICLE XX

SEVERANCE NOTICE GUARANTEE

Section 20.1

All employees shall receive thirty (30) calendar days notice of termination or layoff. IF such notice is not provided, the employee shall receive four (4) weeks pay in lieu of the notice.

ARTICLE XXI

MILEAGE AND CAR ALLOWANCE

21.1

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

Section 21.2

Should the Fourth Class County Code change through new legislation in this state, employees will receive at the time of the change, and thereafter, the maximum rate permitted by any such change in the Fourth Class County Code for such use of his/her personal vehicle for County authorized activity.

ARTICLE XXII

COMPENSATION

Section 22.1

All employees covered by this Agreement shall receive increases in compensation as set forth in this article unless a higher figure is mandated by federal or state statutes or regulations.

No employee shall receive the benefit of both the raise granted by this Agreement and a raise required by non-contractual occurrences. Any non-contractual increase shall be offset by the increase granted hereunder. The offset shall apply on a Twelve (12) month basis beginning January 1. The purpose of this provision is to make sure that employees receive only the contractual raise and the difference between the higher non-contractual raise on a twelve (12) month basis beginning January 1.

Employees shall be compensated in accordance with the wage scales set forth in Attachment A. Employees shall be placed at their current level on the wage scale as of the date of the Union's certification as representative of this bargaining unit. Effective January 1, 2007, employees will advance to the next pay grade level as of the first pay period after the appropriate anniversary date.

All Caseworker 2 employees in CYS shall be eligible for an annual lump sum bonus in the amount of \$850.00, effective with the completion of the state mandated certification requirements for Caseworkers, as determined by the Director of CYS. The bonus shall be paid one-half in the first pay period in June and one-half in the first pay period in December. The semi-annual bonus shall be pro-rated for employees becoming eligible less than six months prior to the payment dates.

All employees in the Office on Aging and MHMR shall receive longevity pay in the amount of \$250 after 10 years of service and \$500 after 20 years of service. Payments shall be made in accordance with existing practice regarding same. Case Aides are also eligible for the same longevity pay, \$250 after 10 years of service and \$500 after 20 years of service. It is agreed that longevity bonus for an employee retiring will be paid in the last paycheck.

Employees in the Social Services Aide 2 position will be paid at the rate of a salary grade level 28.

Employees in the County Caseworker 1/Aging Care Manager 1 classifications will be paid at a salary grade level 34A. Employees in the County Caseworker 2/Aging Care Manager 2 classifications will be paid at the rate of salary grade level 35. After one (1) year of service from the date of hire in CYS and MHMR, a County Caseworker 1 will progress to a salary grade level 35A (County Caseworker 2). After six (6) months of from the date of hire in Office on Aging, a County Caseworker 1 will progress to salary grade level 35A.

Section 22.2

The County shall have the discretion to place new employees with experience in another public child welfare agency, former Children and Youth Services employees and employees transferring from another County Civil Service office at such level in the wage scale, including placement within the level, as it deems appropriate, provided that such an employee shall not be placed at a level higher than necessary to provide the employee with year for year credit for prior service with the County or other public child welfare agency. With regard to other new employees hired as a County Caseworker 2, the County shall have the discretion to place new employees up to the first step of level 35-D.

Section 22.3

The County and the Union agree to bargain over entry rates for job classifications in the bargaining unit for which there is no incumbent on the effective date of this Agreement, or which are not otherwise addressed in this Agreement.

Section 22.4

The weekly rate to be shared by employees assigned in the CYS office to be on call with a pager shall be \$500.00 a week during the life of the contract. This weekly rate shall be prorated among no more than two (2) employees per week assigned to be on call. No more than one employee shall be on call pursuant to this provision at any one time. In addition to the compensation provided for this assignment, if an employee is required to leave his or her home as a result of being on call and receiving call via the pager and responding, the employee will be paid for the time away from his or her home at time and one-half the employees hourly rate per the contract. On call with a pager shall continue to only apply under the circumstances in which the on call provision has been applied in the past in Children and Youth. In the past, in order to comply with legal mandates relative to responding to allegations of child abuse, the employer

has scheduled one employee a day, 7 days a week, 52 weeks a year to be on call with a pager from the time the employee leaves work until the employee returns to work the next day, including holidays and weekends. Employees who are on call on a designated holiday shall receive six (6) hours compensatory time off. The assignment has normally been shared each week, but no more than one employee has received the assignment for the same period. During the period that the employee is on call with a pager, the employee is required to restrict his or her activities so that he/she is available within the immediate geographic vicinity of his/her home and available to answer, handle and respond to any call for which he or she is required and arrive at the scene in the event the employee is required at the scene promptly after receipt of the call. It is also understood that the employee so assigned will be available at all times during the period he or she is on call to respond to all calls and that the ability to respond means that the employee will not be under the influence of alcohol or otherwise not in an inappropriate state to respond to the call. This on call provision shall be strictly construed to restrict the benefit to those employees under the circumstances under which it has been granted in the past in Children and Youth.

Section 22.5

The on-call rate **for Beaver County Behavioral Health employees assigned to be on call** shall be \$75.00 per week for the first 3 calls and \$20.00 per call thereafter. Employees called out shall be compensated at the applicable overtime rate **for a minimum of two hours**.

Section 22.6

If at any time during the term of this agreement employees of the Office on Aging are required to be on call, they will be compensated in accordance with section 22.5. The parties will meet to discuss modifications to address Office on Aging employees' circumstances.

ARTICLE XXIII

HOURS OF WORK

23.1 – The work week shall consist of Thirty-seven and one-half (37.5) hours. The work day shall normally begin at 8:00 a.m. and terminate at 4:30 p.m. One (1) hour for lunch will be permitted each day.

23.2 – It is understood that the hours of work will vary for special agency functions or to address the needs of the case load.

23.3 – If an employee works more than Seven and one-half (7.5) hours in a day or Thirty-seven and one-half (37.5) hours in a week then the employee shall be given the choice of compensatory time off or monetary compensation for all excess hours. Monetary compensation or compensatory time shall be paid or given at the rate of time and one-half (1 ½) for all excess hours. No more than thirty-seven and one-half (37.5) hours of compensatory time can be carried

over from one calendar year to another. Compensatory time not used shall be compensated at time and one-half of the appropriate rate.

23.4 – Flex-time is when an employee and supervisor by mutual agreement adjust the beginning and ending hours of the normal work day to accommodate the needs of the case load, but this will not extend beyond seven and one-half hours (7.5) in a day.

23.5 – With advance notice, and supervisory approval, an employee may change his working hours to meet the needs of his/her case load or the employee's personal situation to work more than seven and one-half (7.5) hours in a day and waive the provisions for compensation in Section 3.

ARTICLE XXIV

PERSONAL LEAVE DAY

Section 1 – Sick days and personal days shall be combined into Paid Time Off (PTO) as specified in this Article.

Section 2 – Effective January 1, 2007, Employees will be credited with 13 days of PTO. Any sick time and personal time used from January 1, 2007 through ratification shall be deducted from the total of thirteen which may be earned in 2007.

- a. Effective January 1, 2008, and each subsequent January 1, employees will be credited with 13 days of PTO annually, to be utilized in accordance with the following provisions.
- b. **New hires will receive 8.125 hours per month of PTO time (credited on the first day of the calendar month following the month in which they are hired) during the first calendar year of employment. Thereafter, new hires will receive PTO as set forth in subsection 2.a.**

Section 3 – PTO may be used as sick time or as personal time in accordance with the following general rules.

- a. When used as sick time, employees must report off from work in accordance with office procedures for reporting off. ***Suspected abuse of sick time will be subject to the County's absenteeism policy.***
- b. When used for personal time, requests for use of PTO days shall be submitted in writing to the appropriate Management representative at least one (1) day in advance of the requested date. Approval of such request shall be granted insofar as is reasonably possible, subject to the operational needs of the office. In the event two or more employees request the same PTO days, first request shall be honored.
- c. ***PTO use will be administered in the following manner:***
 - 1. ***Days credited for the current year will be used first for both schedule PTO and unscheduled time.***

2. *If extended absence due to illness or injury exhausts the PTO credited for the current year, employees will be permitted to use their bank of PTO and/or sick time to the extent necessary.*
3. *PTO may be used in increments of 15 minutes*

Section 4 – Unused PTO

- a. Settlement with each employee will be made as of the end of each calendar year for unused PTO, up to a maximum of seven (7) days, based on the straight-time hourly rate of pay. In order to be eligible to sell back unused PTO, employees must have a bank of at least ten (10) days of PTO. Settlement of the unused portion of PTO will be calculated and paid by February 1 of the following year.
- b. As an alternative to the settlement for unused PTO days, an employee may elect to carry forward all or a portion of unused PTO days from one year to the next with a maximum accumulation of total days carried forward at any one time of fifty (50) unused days. Unused PTO days carried forward, rather than settled as described above, may be used only for absence due to bona fide injury or illness and shall not be used for purposes of personal days. PTO days so carried forward but unused at the time of termination or retirement will be paid for at the time of termination or retirement at the rate of sixty dollars (\$ 60.00) per day.
- c. Employees voluntarily leaving employment with the County must give two (2) weeks' notice and work the notice period, or else forfeit an equal number of days of PTO days. No PTO days may be taken during the two week notice period.
- d. All sick leave accumulated under prior agreements relating to sick leave shall be preserved in accordance with the terms of the prior agreements. ***Upon retirement, such days will be paid for at the rate of sixty dollars (\$60.00) per day.***

Section 5 – Use of PTO and sick days accumulated under prior agreements is mandatory for employees on leave pursuant to the Family and Medical Leave Act (FMLA).

ARTICLE XXV

SAFETY AND HEALTH

Section 25.1

The Employer shall take affirmative action to assure compliance with laws concerning the health and safety of employees.

Section 25.2

Management shall determine when use of County supplied cell phones is necessary.

ARTICLE XXVI

VACATIONS

Section 26.1

- A. Employees hired on or before December 31, 2008** shall be entitled to receive the following vacations with advance pay: (with prior notification to the Director of Agency or designated Fiscal Officer).

| Length of Service | Vacation Entitlement |
|-------------------------------|-----------------------------|
| 6 mos. – less than 1 year | 1 week |
| 1 year – less than 4 years | 2 weeks |
| 4 years – less than 8 years | 3 weeks |
| 8 years – less than 10 years | 4 weeks |
| 10 years – less than 12 years | 4 weeks + 2 days |
| 12 years – less than 15 years | 4 weeks + 4 days |
| 15 years – over | 5 weeks. |

- B. Employees hired after December 31, 2008** shall be entitled to receive the following vacations with advance pay: (with prior notification to the Director of Agency or designated Fiscal Officer).

| Length of Service | Vacation Entitlement |
|------------------------------------|-----------------------------|
| 6 mos. – less than 1 year | 1 week |
| 1 year – less than 4 years | 2 weeks |
| 4 years – less than 8 years | 3 weeks |
| 8 years – over | 4 weeks |

Section 26.2

Current practices in each office/agency regarding vacation calculation and accrual shall continue.

Section 26.3

Each December, the County shall supply vacation preference forms to employees for the purpose of selecting vacations for the following year. In order to schedule vacations, the vacation preference forms should be turned in no later than February 1. *Vacation schedules will be determined and posted within 5 working days.*

Vacations shall be granted at the time requested by the employee, subject to management's responsibility to maintain an efficient operation. If the nature of the work

makes it necessary to limit the number of people on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County shall be given the first choice provided it is scheduled by February 1. However, if a junior employee has submitted his schedule on a timely basis, the junior employee will receive the vacation ahead of a senior employee who did not do so.

Employees not scheduling their vacation by February 1 will be permitted to apply for open dates on a first come first served basis, provided that this vacation does not interfere or limit the departmental needs. Each department will maintain a master calendar of days that have already been approved. Employees will be able to view this to determine availability. Seniority will be the tie breaker in cases where requests are made at the same time for identical dates.

ARTICLE XXVII

JURY DUTY

Section 27.1

Any employee who has been called to jury duty shall be paid his/her regular pay. Any compensation paid to the employee for jury duty shall be paid over to the Employer. If an employee serves on jury for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, he shall receive the overtime rate. An employee excused from jury service before noon shall report to work for the remainder of the day; otherwise, employees shall report at the beginning of the next regularly scheduled shift. The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.

Section 27.2

When an employee receives notice that he is to report for jury duty, he shall notify his personnel department immediately after the employee receives notice.

Section 27.3

An employee on jury duty shall be considered the same as being at work.

ARTICLE XXVIII

WORK REQUIREMENTS

Section 28.1

An employee at all times will be expected to maintain his/her case work dictation current, within at least sixty (60) days, or within any other County policy in effect during the life of this Agreement. If an employee's dictation day falls on a holiday or training day, the dictation

deadline shall be extended one (1) week. Employees will at all times adhere to State requirements and office policies and procedures on performance of work. Productivity measures will be part of office policies.

Section 28.2

CYS will solicit volunteers for maintaining/working emergency pagers during the period November 1 to November 15. Volunteers must submit a proposed schedule for pager coverage for the period January 1 to June 30 of the following calendar year to the Agency Director by December 15.

CYS will again solicit volunteers during the period May 1 to May 15 for the period July 1 through December 31 of that year. The proposed schedule must be submitted to the Agency Directory by June 15.

If after a volunteer solicitation period, there are fewer than five (5) volunteers for pager work, all qualified caseworkers will be placed in a pool. The caseworkers in the pool will schedule coverage for the pager so as to insure coverage for each week of the affected period, *i.e.*, January 1 to June 15, as outlined above. Scheduling will be done with preference given to more senior employees.

Section 28.3

MHMR and Aging shall develop their own methods for assigning pagers as necessary.

ARTICLE XXIX

VEHICULAR INSURANCE

Section 29.1

Business insurance for personal vehicles needs to be purchased by bargaining unit members. The individual drivers business insurance is primary and subject to reimbursement under subsection (A) listed below.

- (a) Employees shall receive one hundred (100%) percent reimbursement of the difference between business and pleasure insurance coverage upon proof from employee's carrier of his/her choice of the difference between business and pleasure insurance coverage.

ARTICLE XXX

EDUCATION COMMITTEE

Section 30.1

There shall be an Education Committee, composed of two (2) representatives of the County and two (2) representatives of the Union, which shall administer an education fund. The County shall make available to this fund an amount of Three Thousand (\$3,000.00) Dollars for each office/agency in each year of the agreement. Reimbursement from the education fund shall be a maximum of \$1000 per employee. The total amount of funds available shall remain at present levels throughout the terms of the agreement.

The purpose of this fund shall be to pay tuition, fees, or other charges for courses, seminars, or similar activities which are related to an employee's job duties and are intended to maintain or improve the skills of that occupation or other occupation in the bargaining unit. This fund is not intended to duplicate the courses already provided by Children and Youth Services.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

Section 31.1

Full-time substitutes are defined in employees working six (6) months or more and will receive the benefits of this Agreement, prospective from the date of execution of this Agreement.

Section 31.2

In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by the Court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions of this Agreement shall remain in full force and effect.

Section 31.3

The County and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement, such party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing specifically covered therein.

Section 31.4

In the event that any provision of this Agreement requires legislative action to become effective including, but not limited to, the amendment of existing statutes, the adoption of new legislation, or the granting of appropriations. It shall become effective only if such legislative action is taken.

Section 31.5

Employees participating in the CWEL program shall be governed by the Memoranda of Understanding of August 8, 1996 and August 15, 1996, as amended, except with regard to entitlement to vacation time. An employee shall be permitted to carry over accrued vacation which has not been used at the time of entry into the program. Upon return to employment, such employee shall receive additional vacation for the current year on a pro rata basis only based on the time worked between his/her anniversary date and entry into the program. In any subsequent year, the employee shall receive full entitlement to vacation without reduction for the leave in the prior year.

Section 31.6

Community Health Nurses employed by the Office on Aging will be reimbursed for the cost of obtaining required Continuing Education Units necessary to maintain current licenses, and will, if necessary, be granted time off with pay to attend required courses during working hours. To be reimbursed, CEU courses must be approved by Management and are subject to the following general guidelines: Reimbursable programs should relate to adult/aging medicine and aging services and should be offered locally. There will be no reimbursement for courses not related to actual job duties, and no pay for travel outside Western Pennsylvania or for meals or hotel stays.

ARTICLE XXXII

DURATION

Section 32.1

The term of this Agreement shall be January 1, 2013 to June 30, 2015.

IN WITNESS WHEREOF, the parties intending to be bound hereby, have set their hands and seals this _____ day of _____, 2013_____.

FOR THE COUNTY:

DATE

FOR THE UNION:

DATE:

Tony Amadio, Chairman

Al Smith

Joe Spanik

Charles Camp.

Richard Darbut

Myron Sainovich

John McCreary

Tracey Patton

ATTACHMENT A-1
OLD
OLD BEAVER COUNTY HUMAN SERVICES WAGE SCALE

1/1/2009 3.50%

| Pay Range | <u>start level 1</u> | <u>3rd aniv level 2</u> | <u>6th aniv level 3</u> | <u>9th aniv level 4</u> | <u>12th aniv level 5</u> | <u>15th aniv level 6</u> |
|-----------|--------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|
| 25-28 | 22493 | 24608 | 26725 | 28840 | 30956 | 33073 |
| 29-31 | 25348 | 27840 | 30333 | 32824 | 35316 | 37808 |
| 32-34 | 28600 | 31501 | 34402 | 37305 | 40206 | 43108 |
| 35-37 | 32377 ABC | 35741 DEF | 39104 GHI | 42468 JKL | 45831 MNO | 49195 P |

1/1/2010 2.00%

| Pay Range | <u>start level 1</u> | <u>3rd aniv level 2</u> | <u>6th aniv level 3</u> | <u>9th aniv level 4</u> | <u>12th aniv level 5</u> | <u>15th aniv level 6</u> |
|-----------|--------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|
| 25-28 | 22942 | 25100 | 27259 | 29417 | 31575 | 33735 |
| 29-31 | 25855 | 28397 | 30939 | 33480 | 36023 | 38564 |
| 32-34 | 29172 | 32131 | 35090 | 38051 | 41010 | 43970 |
| 35-37 | 33024 ABC | 36455 DEF | 39886 GHI | 43317 JKL | 46747 MNO | 50178 P |

7/1/2010 1.00%

| Pay Range | <u>start level 1</u> | <u>3rd aniv level 2</u> | <u>6th aniv level 3</u> | <u>9th aniv level 4</u> | <u>12th aniv level 5</u> | <u>15th aniv level 6</u> |
|-----------|--------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|
| 25-28 | 23172 | 25351 | 27532 | 29711 | 31891 | 34072 |
| 29-31 | 26114 | 28681 | 31249 | 33815 | 36383 | 38949 |
| 32-34 | 29464 | 32453 | 35441 | 38431 | 41420 | 44410 |
| 35-37 | 33355 ABC | 36820 DEF | 40285 GHI | 43751 JKL | 47215 MNO | 50680 P |

ATTACHMENT B

[SUMMARY OF HOME HOST BENEFITS]

ATTACHMENT C

NEW HEALTH CARE
GRIDS TO BE PROVIDED IN
OCTOBER, 2013

[SEIU 668 LETTER TO V. COLONNA FROM D. RAMSEY
AUGUST 15, 1996]

[AUGUST 8, 1996 MEMO TO BOC FROM RJO
RE: PAID EDUCATION LEAVES]

[JULY 10, 1998 INTEROFFICE MEMORANDUM
TO R. DARBUT FROM V. COLONNA
RE: CWEL POLICY]

Revised CWEL Selection Policy Effective 6/30/13
Replaces CWEL Selection Process Policy of 11-9-99

The following policy is set forth concerning the selection process for the Child Welfare Education Leadership (CWEL) program:

The agency will allow casework staff to participate in the CWEL Program to obtain a Master's Degree in Social Work. Caseworkers will notify the agency administrator of their desire to apply to the University of Pittsburgh to obtain permission prior to applying. The caseworker will also make application to the CWEL program that is a separate application than admission to the University. The agency will allow one caseworker per year to attend graduate school on a full time basis. Other caseworkers may be allowed to attend graduate school on a part time basis. Caseworkers who have had concerns with regard to poor work product, are currently on work plans, have had concerns with regard to absenteeism or other discipline will not be considered for the CWEL program. Caseworkers are expected to abide by the terms of the contract between them, the University of Pittsburgh, and the County of Beaver particularly with regard to expectations once they have graduated

Non union staff may apply for the CWEL program and one per year would be permitted to attend the program if accepted.